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BC
6106

COLLECTIVE NEGOTIATIONS
AGREEMENT

BETWEEN

THE SUPERINTENDENT OF SCHOOLS OF

THE CITY SCHOOL DISTRICT OF THE
CITY OF SALAMANCA, NEW YORK

AND

THE SALAMANCA SERVICE STAFF ORGANIZATION

Begins: July 1, 2004

Ends: June 30, 2007

NOTICE:

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

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DEC 14 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

The Superintendent of Schools, of the City School District of the City of Salamanca, New York has recognized the Salamanca Service Staff Organization NYEA/NEA as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the City School District of the City of Salamanca, New York in the following unit:

Included: Head Custodians, Custodians, Cleaners, and
10-Month Bus Drivers
Excluded: All other employees

It is the mutual intent of the District and the Organization that they and the employees shall adhere to and faithfully perform the provisions of this Agreement and provide the highest standards of service to the Community. Therefore, the District and the Organization now agree to the following:

ARTICLE 1. PERTAINING TO THIS AGREEMENT

Section 1.1 Definitions

- 1.1.1 "District" means the City School District of the City of Salamanca, New York and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisor) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.
- 1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools.
- 1.1.4 "Supervisor" means the employee's immediate supervisor. The Superintendent shall from time to time give written notice to each employee in the negotiating unit of the title of the position, which has the responsibility of immediate supervision of the employee's position. Copies of such notice shall be given to the Organization.
- 1.1.5 "Organization" means the Salamanca Service Staff Organization.
- 1.1.6 "Employee" means a person who is serving in a position included in the negotiating unit, but does not mean such an employee who is a temporary employee or who is regularly scheduled to work less than fifteen (15) hours per week.
- 1.1.7 "Party" means the District or the Organization.
- 1.1.8 "Parties" means the District and the Organization.

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- 1.1.9 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 1.1.10 "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- 1.1.11 "Fiscal year" means the period which begins at 12:01 a.m. on July 1 of each year and ends at midnight on the next following June 30.
- 1.1.12 "Active payroll" means those employees who are being paid for actually working or for paid time off allowed by this Agreement. An employee who is on layoff or who is on unpaid absence is not on the active payroll.
- 1.1.13 "Execution date" means the date on which the duly authorized representatives of both parties signed this Agreement but, if the parties' representatives signed on different dates, then it shall be the date on which the last of them signed. In either case, the execution date so determined shall be noted in the space provided therefore under the heading "SUBSCRIPTION" of this Agreement.
- 1.1.14 Giving notice to the District means giving notice in writing to the Superintendent or the District Clerk by delivering it to one of them in person or by sending it to one of them by registered or certified mail or telegram addressed to one of them at The City School District of the City of Salamanca, New York, 50 Iroquois Drive, Salamanca, New York 14779
- 1.1.15 Giving notice to the Organization means giving notice in writing to the President of the Organization by delivering it to him/her in person or by sending it to him/her by registered or certified mail or telegram addressed to him/her at his/her home address as shown on the books of the District.
- 1.1.16 "Unit" and "Negotiating Unit" each mean the employer- employee negotiating unit recognized by the Board as set forth in the Preamble of this Agreement
- 1.1.17 "Temporary employee" means both" (1) an employee hired to replace an incumbent employee who is on leave of absence, is on vacation, or is otherwise unavailable for the performance of his duties; and (2) an employee hired to fill a position which itself will exist only on a temporary basis by reason of the source of its funding or for other reasons.
- 1.1.18 "Assistant Superintendent for Business" means the person appointed by the Board to serve on a regular or acting basis as Business Administrator of the District.

Section 1.2 Term

- 1.2.1 The term of this Agreement begins at 12:01 a.m. on July 1, 2004 and ends at midnight on June 30, 2007

Section 1.3 Interpretation and Legal Effect

- 1.3.1 Except when this Agreement says otherwise the following rules apply in interpreting this Agreement:
- (a) A word used in the masculine gender applies also in the feminine.
 - (b) A word used in the singular number applies also in the plural.
 - (c) This Agreement speaks as of the time it is being applied.
 - (d) Each provision in this Agreement is severable from every other provision.
 - (e) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it
 - (f) Each letter appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by this reference.
- 1.3.2 This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the Execution Date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (1) dated on or after such Execution Date and (2) signed by a duly authorized representative of each party.
- 1.3.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.3.4 Neither party is obliged to continue any practice or policy except to this extent, if any, set forth expressly in a particular provision of this Agreement.
- 1.3.5 Except when a particular provision of this Agreement expressly says otherwise, no provision of this Agreement shall be construed to require the District to guarantee to any employee any type, amount or period of work.

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- 1.3.6 Any provision of this Agreement which refers to a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.
- 1.3.7 Any individual arrangement, agreement or contract between the District and an employer heretofore executed shall be subject to and consistent with the terms and conditions of employment expressed in this Agreement. If an individual arrangement, agreement or contract contains any terms or conditions inconsistent with this Agreement, this Agreement shall be controlling.

Section 1.4 Amendments

- 1.4.1 No provision of this Agreement may be deleted waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.

Section 1.5 Negotiations of a Successor Agreement

- 1.5.1 If either party desires to negotiate a successor to this Agreement, it shall notify the other party in writing not later than February 1 of the last fiscal year of this Agreement. Collective negotiations with respect to the successor agreement shall begin not later than March 1 of the last fiscal year of this Agreement.
- 1.5.2 If notice is given pursuant to paragraph 1.5.1 of this Agreement, the parties shall simultaneously exchange proposals on a naturally convenient date. Such proposals shall be in the form of specific additions to, deletions from, or replacements of the language of this Agreement.
- 1.5.3 Any time limit specified in this Section 1.5 may be extended by mutual consent of the parties. Neither party shall withhold its consent unreasonably.
- 1.5.4 When scheduling or duties would otherwise make it impossible to meet, members of the Organization's negotiating team will be granted time off during the work day without loss of pay to meet with the District's negotiating team on matters pertaining to negotiations, provided that arrangements have been made sufficiently in advance to cover the members responsibilities.
- 1.5.5 The SSSO negotiating team will be comprised of three (3) at large representatives, the union President and the NEA representative

The Districts negotiating team will be comprised of the Superintendent, the Assistant Superintendent for Business, two (2) Board Members and legal representation.

The teams may operate with fewer members if they desire.

ARTICLE 2. DISTRICT-ORGANIZATION RELATIONS

Section 2.1 Management Rights

- 2.1.1 The District reserves and retains solely and exclusively all of its inherent rights to manage the District except as those rights are expressly limited by this Agreement. The sole and exclusive rights are expressly limited by this Agreement. The sole and exclusive rights of the District include but are not limited to: Its right to establish, continue, change, or abolish any or all the District's policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to establish or discontinue programs or operations; to establish and change work schedules for employees covered by this Agreement; to assign employees covered by this Agreement to work assignments; to establish and change the work week for employees covered by this Agreement; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, classifications and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in the District's operations; to judge the efficiency and competency of employees; to establish and change work schedules and work assignments; to select, hire, direct, transfer and promote employees; to lay off, terminate and otherwise to relieve employees; from duty for lack of work or other reasons; to establish, change and enforce rules or the conduct of employees; and to take such other measures as may be determined by the District to be desirable for the successful operation of its schools and programs. All terms, conditions, and rights of employment not covered by this Agreement, and not protected by the New York Civil Service Law or the Taylor Law shall continue to be subject to the Board's discretion and control and shall not be the subject of negotiations until the commencement of negotiations for a successor to this Agreement.
- 2.1.2 Any act, which this Agreement requires to be carried out, by the Superintendent, the Assistant Superintendent for Business or a Supervisor may be carried out by another person designated by the Board or the Superintendent to act in such person's place.
- 2.1.3 The Organization will permit the District to use employees paid through state or federal funds not distributed through the school district treasurer (e.g. CETA, JTPA, etc.), provided that the use of these employees does not result in the layoff of a unit employee or in the filling of a non-temporary vacancy with a state or federally paid employee. Nothing in this paragraph prevents the use of state or federally paid employees to replace unit employees when they are temporarily absent.

Section 2.2 Organization Rights

- 2.2.1 The District continues to recognize the Organization as the exclusive representative of the employees in the negotiating unit for the purpose of collective negotiations and the administration of grievances. Such recognition shall continue for the maximum period permitted by law.
- 2.2.2 When school personnel are on duty, the Organization shall be allowed the use of rooms in school building for Organization meetings if such rooms have not previously been reserved for other use. The Organization shall follow the same procedures for reserving such rooms as are required of other school-related bodies.
- 2.2.3 The Organization may use the inter-school mail facilities and boxes to inform school employees of Organization meetings and other functions, but not for sending material in support of or opposition to candidates for public office or which is critical of any employee or official of the District. A copy of each item sent through the school mail or put in school mail boxes must be submitted simultaneously to the Superintendent's office.
- 2.2.4 Except to the extent required by law, the Superintendent will not negotiate with any employee organization other than the Organization respecting the terms and conditions of employment of employees in the negotiating unit.
- 2.2.5 Organization dues will be deducted from the pay of each employee who has submitted to the District business office a written statement in which he voluntarily authorizes such deductions. Such authorizations shall remain in effect until revoked by a written statement of revocation signed by the employee and delivered to the District business office. The amount of dues shall be certified in writing by the Organization to the District business office in June of each year for the following fiscal year. The District shall transmit to the Organization all monies so deducted at the end of each month. The first transmittal of each school year includes a list of the employees and the amount deducted for each. Subsequent transmittals shall include any changes from the original list. The Organization shall hold the District harmless against any and all claims, demands and liabilities arising out of the operation of this paragraph.
- 2.2.6 Not later than the fifteenth consecutive school day after the Execution Date of this agreement, the District will furnish to the Organization ten copies of this Agreement plus one for each employee. Distribution of employee copies will be made promptly by the Organization. From time to time the District will give the Organization additional copies of this Agreement for distribution by the Organization to each new employee as soon as practicable after he begins work.
- 2.2.7 An employee who has been duly elected by the Organization to be an official delegate to the National Education Association of New York Delegate Assembly shall be granted a leave without loss of pay to attend the Assembly.

Such leave shall not exceed two days per employee nor four days total for all employees in any fiscal year. The employee shall not be entitled to reimbursement of expenses by the District. Such leave will not be charged to the employee's personal business leave or any other leave.

2.2.8 Agency Fee Deductions

Each year the Board will provide the Organization with the names and addresses of all new employees hired to bargaining unit positions after the first Board meeting in September.

The Organization will submit to the Board on October 1 of each year a list of those employees who have not become members of the Organization for the current school year. The Board will deduct from the salaries of such employees the amount of the appropriate agency fee and promptly transmit the amount so deducted to the Organization.

Except as otherwise indicated in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Organization will be the same as those used for the deduction and transmission of regular membership dues to the Organization.

- 2.2.9
1. All employees will be evaluated by their Supervisor every year.
 2. The employee will be given a copy of each evaluation.
 3. The employee has a right to respond to the evaluation, in writing, before returning it to the supervisor.
 4. Employees shall not be evaluated by the use of surveillance cameras or sound equipment.

Section 2.3 Grievance Procedure

2.3.1 A grievance is a claim that an act of the District has violated this Agreement, but a grievance cannot be submitted with respect to any matter, which the law requires to be handled by some procedure other than this grievance procedure. A grievance can be submitted by an employee. A grievance can be submitted by the Organization,

(1) If the grievance is a claim that a provision of this Agreement which grants a right to the Organization as such has been violated, or

(2) If the grievance is a claim that a provision of this Agreement has been violated by an act of the District, which affected all or substantially all of the employees in the unit or all or substantially all of either the bus drivers or the cleaners/custodians.

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2.3.2 The purpose of the grievance procedure set forth in this Section 2.3 is to provide an exclusive method for resolving grievances. Therefore, before submitting a grievance to arbitration, an employee shall consider whether his complaint about the District's act could be resolved by commencing a proceeding before a judicial, administrative or legislative body or person. If it could be so resolved the employee should decide between submitting a grievance to arbitration or commencing such a proceeding because it is agreed that:

- (1) submitting a grievance to arbitration bars the employee and the Organization from then or later commencing any judicial, administrative or legislative proceeding involving the same act of the District as is the subject of the grievance; and
- (2) commencing a judicial, administrative or legislative proceeding bars the employee and the Organization from then or later submitting a grievance to arbitration involving the same act of the District as is the subject of the proceeding.

2.3.3 A written grievance must be submitted on the form shown in Appendix A.

2.3.4 An employee shall perform all duties as instructed even though he may feel himself aggrieved.

2.3.5 If an answer is not given on or before the last day of a time limit set forth in this Section 2.3 the grievance may be appealed as though the answer had been given on such last day.

2.3.6 In all cases of time limits provided in this Section 2.3, the computation of working days shall exclude Saturdays, Sundays and paid holidays set forth in this Agreement. It is essential that the time limits set forth in this Section 2.3 be strictly adhered to by the parties and the employees. However, the parties may by mutual consent, extend any such time limit, provided that any such extension is evidenced by a written memorandum, dated and signed by an authorized representative of each party. Consent to an extension must not be withheld unreasonably by either party.

2.3.7 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having the grievance informally adjusted without intervention of the Organization provided the adjustment is not inconsistent with the minimum terms and conditions of employment set forth in this Agreement. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respects be final, it shall not create a precedent or ruling binding upon either party.

2.3.8 The purpose of the meetings required or permitted at Steps One, Two, and Three is twofold. The first purpose is to bring out all the facts relevant to the grievance. The Organization, the District, the aggrieved and all persons who have knowledge of such

facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.

2.3.9 The aggrieved is entitled to be accompanied at all steps of the grievance procedure by Organization representatives.

2.3.10 **Step One.** To begin the processing of a grievance, the aggrieved must orally state his grievance to his Supervisor. This must be done not later than the fifteenth working day after the day on which took place the District's act that is the subject of the grievance. If an act of the District may be considered to be a "continuing act", then the aggrieved must submit the grievance on the fifteenth working day after the day on which the "continuing act" began. A grievance not submitted on or before that fifteenth working day is barred and the District need not consider it. The Supervisor shall meet and discuss the grievance with the aggrieved within five (5) working days after receipt of the oral grievance. Others who have knowledge of the matter shall also meet with the Supervisor if he so requests. The Supervisor shall give to the aggrieved the Supervisor's oral answer to the grievance not later than the tenth working day after the day on which the grievance was orally submitted.

2.3.11 **Step Two.** If the aggrieved is not satisfied with the Supervisor's answer, the aggrieved must notify the Assistant Superintendent for Business in writing not later than the tenth working day after the day on which the aggrieved was given the Step One answer. If the notice is not given on or before that tenth working day, the grievance is deemed settled by the Step One answer and the District need not consider it further. The Assistant Superintendent for Business shall meet and discuss the grievance with the aggrieved and the Supervisor within five (5) working days after receipt of the written grievance. Others who have knowledge of the matter shall also meet with the Assistant Superintendent for Business if he so requests. The Assistant Superintendent for Business shall give to the aggrieved a written answer to the grievance not later than the tenth working day after the day on which the Assistant Superintendent for Business received the written grievance.

2.3.12 **Step Three.** If the aggrieved is not satisfied with the Assistant Superintendent for Business's answer, the aggrieved must so notify the Superintendent in writing by filling out all parts of the grievance form signing and dating it, and submitting it to the Superintendent's office not later than the tenth working day after the day on which the aggrieved was given the Step Two answer. If the notice is not given on or before that tenth working day, the grievance is deemed settled by the Step Two answer. The Superintendent shall meet and discuss the grievance with the aggrieved and the Supervisor or the Assistant Superintendent for Business (or both) within five (5) days thereafter. Others who have knowledge of the matter shall also meet with the Superintendent if he so requests. The Superintendent shall give to the aggrieved the Superintendent's written answer to the grievance no later than the tenth working day after the day on which the Superintendent received the grievance form.

- 2.3.13 **Step Four.** If the aggrieved is not satisfied with the answer of the Superintendent, the aggrieved may appeal to the Board of Education in writing not later than the tenth working day after the day on which the aggrieved was given the Step Three Answer. The Board will review the grievance and render a decision, in writing within fifteen (15) working days after receipt of the appeal. The aggrieved can make an appearance before the Board to state his/her case with Union representation.
- 2.3.14 **Step Five.** If the aggrieved and the Organization are not satisfied with the Board's answer, they must so notify the Superintendent by delivering to this office copy of a letter to the American Arbitration Association ("AAA") signed by the aggrieved and the Organization President not later than the tenth working day after the day on which the aggrieved was given the Step Four answer. If the letter is not given on or before that tenth working day, the grievance is deemed settled by the Step Four answer. The letter to the AAA shall specifically identify the grievance to be arbitrated and request the AAA to send to the Organization and to the Superintendent a list of twenty (20) names of arbitrators available to hear the grievance. Within ten (10) working days of the date on which each party receives the list, each shall return its copy to the AAA with all names which are unacceptable to the party crossed off and the remaining names, if any, numbered in order of the party's preference. The AAA shall then name to be arbitrator the person shown on the two lists as having the highest common acceptability to the parties. If the AAA determines that the parties have not mutually accepted the arbitrator from the list, the AAA shall send to each party a second list of twenty (20) names and the process will be repeated. If the AAA determines that the parties have not mutually accepted an arbitrator from the second list, the AAA shall name an arbitrator to serve, but he shall not be a person who was on either of the lists. The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of AAA to the extent that such rules do not conflict with this Agreement. The arbitrator shall grant or deny the grievance presented to him by determining whether this Agreement has been violated as alleged which determination shall be final and binding on the parties and the employees. In making his determination, the arbitrator shall interpret and apply the provisions of this Agreement, but he shall not add thereto or subtract therefrom. The arbitrator may award an appropriate remedy where he finds a violation of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties. If either party desires a verbatim transcript of the proceedings, it shall cause the same to be made, shall furnish a copy thereof to the arbitrator and to the other party, and shall pay for the same. If both parties desire such a transcript, they shall share the cost of the arbitrator's copy and shall each pay for its own copy. All other costs incidental to the arbitration, including the compensation of witnesses, shall be borne by the party, which incurs them.

ARTICLE 3 PERSONNEL PRACTICES

Section 3.1 Personnel File

Salamanca City Central School District / Salamanca Service Staff Organization
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3.1.1 An employee personnel file is to be maintained in the Superintendent's office. This file shall include, where applicable, a bus driver's driving record. This file contains the employee's record of service with the District except for his health record, which is maintained in the health office.

3.1.2 An employee may inspect any of the files listed in paragraph 3.1.1 of this Agreement during the regular hours of the office, which keeps the file upon forty-eight hours notice. The inspection must take place in the presence of the responsible administrator or his designee.

At the employee's request, an Organization representative may be present during the inspection.

3.1.3 When an employee inspects a file, he shall be shown the entire contents of the file except letters of reference and other pre-employment materials. He and the Organization representative present, if any, shall each sign a log showing the date of the inspection. The employee shall initial and date each item in the file. The Organization representative present, if any, shall also initial and date each item in the file. The initials shall indicate only that the employee and representative have seen the item, not that either agrees with the content of the item.

3.1.4 Upon payment of the fee for copies set by Board policy, the employee shall be given a copy of any item in a file that pertains to him. An employee may submit a written and signed response to any item in such a file. If he does so, it shall be stamped with the date it was submitted and attached to the item in question in the file.

3.1.5 Before any document which comments on an employee's performance (e.g., letters from parents, reports from supervisors) - other than a document which simply reports on the employee's attendance or absence and other than a document originated by the employee - is put in his personnel file, two copies thereof shall be given to the employee. He shall retain one copy. He shall date and sign the other copy and return it to the Superintendent's office not later than the fifth working day after he received it. That shall be the file copy, but if he fails to so return it another copy shall be filed with a notation that the employee did not return the copy sent to him. No document described in the first sentence of this paragraph shall be placed in an employee's personnel file unless it identifies by name, the source of the comments on the employee's performance.

3.1.6 When a document which comments on a former employee's performance is placed in his personnel folder, a copy thereof shall simultaneously be sent to the employee at his last address shown on the District's records.

Section 3.2 Vacancies

3.2.1 The provisions of this Section 3.2 apply only to vacancies or new positions which:

- (a) are in the negotiating unit.
 - (b) are in a non-competitive classification, and
 - (c) are not encumbered by another employee or are otherwise of a temporary nature
- 3.2.2
 - (a) Within forty-five (45) days of a vacancy occurring, the district will either fill the vacancy or abolish the position. If the District decides to fill the vacancy or to establish a new position of the type described in paragraph 3.2.1, the district shall post a notice of the vacancy or new position which lists the job title, pay rate, minimum qualifications, work location and the date by which applications must be submitted in order to be considered. The notice shall remain posted for at least seven consecutive calendar days. A copy of the notice shall be sent to the SSSO president on the first day of the posting.
 - (b) Should the individual appointed to the position refuse the job, the job need not be re-posted if more than one (1) person applied. Instead the list of applicants will be used to award the position.
- 3.2.3 An employee in a lower-rated job who submits to the Superintendent's office a written application for the job not later than the last day of the seven day posted period will be considered for the job.
- 3.2.4 An employee who is transferred from one classification to another whether voluntarily or involuntarily, will be given a trial period of 60 consecutive calendar days in the new job. During the trial period he shall return to his previous job whenever he so requests or the Superintendent so directs. Ten (10) working days notice will be given to employees before the District makes any permanent changes in assignments.
- 3.2.5 Prior to June 1st of each year, the District shall post all opportunities for summer work.

Section 3.3 Miscellaneous Practices

- 3.3.1 The District will provide for a single payroll deduction per payroll period for a credit union, a single payroll deduction per payroll period for tax-sheltered annuities.

Such deductions will be made for the entire succeeding school year for employees who so authorize on District- provided forms in June. Such deduction authorizations may be changed for the second semester of the school year by submitting a written, dated and signed statement to the Superintendent's office not later than December 15.

- 3.3.2 All employee pay will be deposited directly with either the First Tier Bank and Trust, Community Bank, Cattaraugus County Bank, or Cattaraugus County School Employee Federal Credit Union, as each employee shall individually authorize in June on

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District-provided forms, which authorizations shall remain in effect for the succeeding school year.

- 3.3.3 If an employee in the negotiating unit accepts a promotion, which removes him from the unit, he thereby surrenders any right to return to the unit by bumping out an employee in the unit who is occupying a labor class or non-competitive class position.
- 3.3.4 If, as a result of an unprovoked assault committed on an employee while the employee is acting in the course of his employment, the employee's clothing or personal property (excluding money and securities) and including dentures, eyeglasses, hearing aids or similar bodily appurtenances not covered by worker's compensation are damaged or destroyed, the District will reimburse the employee for the reasonable value thereof.
- 3.3.5 Employees may indicate their interest in chaperoning when teachers are not available by signing up at the high school office at the beginning of each school year. Employees called upon to chaperone, will be paid at their regular rate.
- 3.3.6 If criminal or civil proceedings are brought against an employee alleging that he committed an assault in connection with his employment, the District shall furnish legal counsel to defend him in such proceedings and shall provide to him such other assistance as may be required by law.
- 3.3.7 No employees shall be dismissed for cause after the third anniversary of the employee's last date of hire in his current classification until:
- (1) He has been given a written statement of the reasons for his dismissal, and
 - (2) He has been given a hearing on the dismissal within 10 working days after the date on which he was given the statement of reasons provided that not later than the fifth working day after he was given that statement he submitted a written request to the Superintendent that he be given the hearing.

At the hearing the employee shall have the right to present witnesses on his behalf and to confront witnesses against him. The employee shall have the right to be represented by the Organization or one of its affiliates. The hearing shall be before the Superintendent who shall make a written decision on the dismissal and give it to the employee (and a copy to the Organization) not later than the tenth day after the hearing.

- 3.3.8 A monthly labor/management meeting shall be held. Such meeting shall include the union President, a steward from the cleaner/custodians, a steward from the bus drivers, the Assistant Superintendent for Business, the Superintendent of Buildings and Grounds, and the Head Bus Driver. They shall meet at an agreed upon time and date each month unless both parties agree to cancel that month's meeting.

- 3.3.9 Public Reprimand- It is inappropriate for any supervisor to reprimand or discipline an employee in a public place or in the presence of persons other than school district administrative personnel.

The District will not condone the use of obscene or abusive language by any employee of the District.

Section 3.4 Minimum Hours Guarantees

- 3.4.1 When an employee is called back to work in an emergency or on each day that school is not in session and the District requires an employee to make a building check, the employee shall be guaranteed a minimum of two (2) hours for elementary buildings and three (3) hours for High school and Middle school. If the employee is required to work more than the minimum number of hours above, said employee will be paid for all hours worked.
- 3.4.2 Each cleaner who is available for work for the entire fiscal year will be guaranteed a minimum thirty seven and one half (37 ½) hour week for a minimum of forty five (45) weeks in each fiscal year. When a cleaner is scheduled to work on a day that school is not in session, (Christmas and Easter breaks etc.) he will be guaranteed a minimum seven and one half (7 ½) hours work. When a cleaner is called in to work on a non-scheduled day he will be guaranteed a minimum of three (3) hours. If necessary, new postings for a cleaner may have an altered schedule, with no less guaranteed hours.
- 3.4.3 Each full-time bus driver will be guaranteed a minimum of one and one-half (1 ½) hours pay for the morning run and a minimum of one and one-half (1 ½) hours' pay for the afternoon run.

Section 3.5 Layoffs and Recalls

- 3.5.1 The provisions of this Section 3.5 apply only to full-time employees in negotiating unit positions, which are in the non-competitive class or the labor class of the civil service. Other positions in the negotiating unit are covered by the Civil Service Law for purposes of layoff and recall. As used in this Section 3.5, "full time employee" means an employee who is regularly scheduled to work:
- 1) Eight (8) hours per day if he is custodian,
 - 2) Seven and one half (7 ½) hours per day if he is a cleaner, or
 - 3) Three (3) hours per day if he is a bus driver.
- 3.5.2 An employee acquires and accrues seniority only within a particular job classification. If he moves from one job classification to another, he ceases accruing seniority in his former classification and begins to accrue seniority in his new classification.

3.5.3 As of July 1, 2001 all present employee's seniority dates are grandfathered. Probationary employees do not have seniority. However, when a probationary employee completes his probationary period, he will then acquire seniority, which will date back to the date he began work as a probationary employee.

3.5.4 Seniority is the length of an employee's service in a particular job classification. Seniority shall prevail and apply for bidding, new and/or vacant positions and summer positions in the employee's job title pursuant to the terms of this contract. Seniority shall be a consideration for promotion, transfers and reassignments.

To avoid a domino effect for a position vacancy when more than one person applies for a job based upon seniority, management can canvas the bargaining unit applicants for openings that result from moving the most senior person into the vacancy.

Any person employed as a full time substitute who works twenty (20) consecutive workdays shall receive a probationary or temporary appointment. (For the purpose of this paragraph temporary means the replacement of a full-time employee on leave who is scheduled to return to work or an appointment which is given a specific expiration date).

The District shall review the status of all current employees for the purpose of establishing and correcting the seniority list.

The President of the Organization shall receive a copy of the seniority list in October and February of each new calendar year.

3.5.5 An employee shall lose seniority and shall be terminated from employment automatically when any one or more of the following occurs:

- (1) He has been on an unpaid leave of absence pursuant to paragraph 5.2.5 or 5.2.6 of this Agreement, which has exceeded the duration, granted by the Board of Education.
- (2) He/She has been on layoff for a period of more than two years' duration.
- (3) He/She has been discharged by the District.
- (4) He/She resigns.
- (5) He/She retires.
- (6) He/She has been recalled pursuant to this Section 3.5 but he/she refuses the recall.

- (7) He/She has been recalled pursuant to this Section 3.5 but he/she fails to return to work within a period of five consecutive workdays following the date he/she is notified of recall unless he/she was unable to return because of illness or injury, he/she reports that fact to the District by that fifth workday and submits a medical certificate verifying his illness or injury if the District so requests.
 - (8) He/she fails to return to work on the first workday following the expiration of a leave of absence unless he/she was unable to return because of illness or injury and applies for an extension of the leave before that first workday.
- 3.5.6 When an employee is on unpaid leave of absence or on layoff he shall not accrue seniority, but his accumulated seniority shall be restored to him when and if he returns to work within the period specified in paragraph 3.5.5 of this Agreement.
- 3.5.7 When the District decides to reduce the number of full-time employees working in a particular job classification, such employees in that classification shall be laid off in inverse order of their seniority. If a full-time employee does not have sufficient seniority to avoid a layoff from his own job classification and there is a permanent, full-time opening in another job classification in which he has seniority, he may transfer to that classification provided there is no more senior employees on layoff from that job classification. If an opening occurs in his former classification during the period specified in subparagraph (2) of paragraph 3.5.5 of this Agreement, he may transfer back to that classification.
- 3.5.8 If, during the period specified in subparagraph (2) of paragraph 3.5.5 of this Agreement, a permanent full-time opening occurs or a permanent full-time position is created, all employees on layoff from any job classification who have seniority in the job classification of the opening or new position shall be entitled to be recalled in order of their seniority in that job classification.
- 3.5.9 When two or more affected employees have common seniority, the District shall decide which of them shall be laid off or recalled as the case may be.
- 3.5.10 An employee shall be recalled to work by a written notice delivered to him in person or sent to him by certified mail at the address shown on the District's records. It is the responsibility of an employee on layoff to keep the District advised of his current address. This paragraph does not prohibit the District from advising an employee by telephone that he will be receiving a written recall notice.
- 3.5.11 In June of each year, the District will give each employee a current seniority list.

ARTICLE 4 COMPENSATION

Section 4.1 Wages

Salamanca City Central School District / Salamanca Service Staff Organization
Collective Negotiations Agreement

- 4.1.1 All current employees covered by this contract will receive an increase on their current base rate as follows:
- For the years 2004-2005, 2005-2006, and 2006-2007 each employee will be given an individual salary printout..
- 4.1.2 If an employee actually works more than 40 hours in any work week (i.e., from 12:01 a.m. on Sunday to midnight on the next succeeding Saturday), he shall be paid for all such overtime work at the rate of one and one-half times his straight time hourly rate of pay. Time spent on paid vacation or on a paid holiday to which the employee is entitled under this Agreement shall be counted as time actually worked for the limited purpose of applying this paragraph.
- 4.1.3 If a bus driver drives for an entire school year without having an accident, his wages for the following school year will be increased by a total of \$150 spread out over that year and paid on regular paydays.
- 4.1.4.A Employees will be paid every two weeks on Friday to correspond with all other district employees. Adjustment, if necessary will be made during the first pay periods in July. If a payday falls on a legal holiday, the pay will be deposited on the day prior to the legal holiday.
- 4.1.4.B All SSSO bargaining unit members shall have the option of selecting 21 or 26 pay periods. This selection must be made by July 1 of each year. Once a selection is made, a change may not be made until the following school year.
- 4.1.4.C Paycheck Codes- The District shall supply the Organization with both the meaning and definitions for all paycheck codes. The Administration shall inform the SSSO President of any changes or additions to the codes prior to their implementations.
- 4.1.5 If an employee works on a holiday, he shall be paid for all such holiday work at one and one-half (1 ½) times his straight time hourly rate of pay.
- 4.1.6 There shall be no pyramiding of premium pay. An employee shall be paid at only one premium rate for any given period of time. (Example: An employee works his 41st and 42nd hour in the workweek on a holiday. Work over 40 hours would entitle him to time and one-half pay under 4.1.2. Work on a holiday would entitle him to time and one-half pay under 4.1.5. Employee gets paid time and one-half pay, not triple time pay, for the 41st and 42nd hours.)

4.1.7 Upon starting five (5) years of service the following long service stipends will be paid:

	5 years	10 years
Bus Driver:	\$100.00	\$200.00
Cleaners	\$150.00	\$250.00
6-hr. Per day Bus Drivers & 12 mo. Employees	\$200.00	\$300.00

Additionally, beginning your fifteenth year of service, all employees shall receive an additional \$400.00 long service and an additional \$400.00 long service upon beginning the twentieth year of service.

The entire long service stipend will be paid in the first payroll in December.

Section 4.2 Retirement and Insurance

4.2.1 The District shall continue to provide and, to the extent required by law, shall continue to pay for coverage under New York State Retirement System plan 75-I and 41-J for each employee eligible for such coverage.

4.2.2 (a) Employees must submit a written notice to the Superintendent of their intent to resign or retire. Notice of resignation is to be sixty (60) days and sixty (60) days for retirement. This notice should be received no later than March 31 of any school year. The unit member who is retiring or resigning shall be compensated for unused cumulative sick leave up to a maximum of 190 days. Compensation shall be at the rate of \$60 per day.

(b) Compensation shall be in the form of cash payment being placed in a 403b discriminatory account per individual, to be used at the member's discretion.

Health Insurance

Beginning October 1, 1997 the District will continue to make available to all eligible employees single or family health insurance coverage and benefits at or greater than the levels set forth under the Allegany/Cattaraugus County School District Medical Plan and "Major/Medical" with its Managed Care procedure (herein after called the "Plan") and North American Preferred Provider Network (NAPPN) (herein after called the "Base Plan") with an annual deductible of One-Hundred (\$100.00) for Individual coverage and Two-Hundred (\$200.00) for Family coverage or an HMO whose premium does not exceed that of the "Plan". These plans will be available to all unit members with required contributions set forth in 4.2.3(a).

Under no circumstances will the district provide for more than one family plan. **Beginning with the 1997-98 contract, the District will provide as part of the Plan, a ten dollar (\$10.00)**

brand name, four dollar (\$4.00) generic and one dollar (\$1.00) mail order co-pay prescription plan.

4.2.3(a) Contributions

All eligible employees may enroll in either (1) Family plan coverage or (2) Individual plan coverage with the following required contributions:

1. Beginning the 2001/2002 school year all employees now receiving 100% District contribution for health insurance will contribute 10% contribution for health insurance.
2. The District will add to these employees salary on a yearly basis \$950.00 for a Family Plan and \$475.00 for an Individual Plan.
3. Employees now contributing 10% will continue to contribute 10%.
4. Employees not covered by 1 or 3 above will be able to select either of the HMO's offered by the District. The District will contribute 70% of the base Plan toward their choice.
5. All insurance premiums may go through the Flex Plan.
6. Effective June 25, 2001 all new hires may choose any health insurance offered by the District. However, the District contribution will be 90% of the Community Blue being offered at the time for their health insurance coverage..
7. Any employee not receiving health insurance from the District will receive a \$1,000.00 buy-out.
8. The insurance buyout will be paid in two (2) payments, one half the first payroll of December and one-half the first payroll in June.

4.2.3(b) Possibility of changing "Plans"

If for any reason the "Plan" ceases to exist or the District terminates its participation, the District then will provide coverage equal to or better than the "Plan" coverage in existence at the time of termination for current employees. The District has the option of substituting alternate coverage. If the District is to change coverage the SSSO will be consulted prior to any determination.

4.2.3(c) Operation of Health Insurance

The operation of health insurance coverage referred to herein shall be governed in every respect by the regulations of the carrier and the provisions of the group policy. The District's sole responsibilities with respect to the operation of such coverage shall be to: (1) keep the groups

policy in force, (2) provide necessary data on reasonable request, and (3) pay the percent of monthly premiums specified in 4.2.3(a).

4.2.3(d) Initial Enrollment

To complete Health Insurance Enrollment, at the beginning of employment, or the returning to work, an enrollment card needs to be completed by the unit member. Unless the employee declines coverage in writing, Health Insurance coverage will become effective on the first day of the month subsequent to the enrollment card being submitted to the finance office. The written waiver of Health Insurance shall be filed in the employee's personnel folder.

4.2.3(e) Open Enrollment

May 1st through May 31st with an effective date of July 1st shall be established as the open enrollment period for health insurance plans each year. Employees may select and/or change their medical insurance coverage and/or options during the open enrollment period. Once elected, deduction and/or prescription options may not be changed during the Plan year except in the case of marriage, divorce, birth or adoption of a child, death, etc. . Employees who lose coverage from another Plan, after the open enrollment period shall be eligible for coverage at the beginning of the next calendar month following the loss of coverage. Verification of loss of coverage may be requested by the District.

4.2.3(f) No loss of benefits. There shall be no loss of benefits or coverage to any employee as a result of the change from the previous coverage to any new plan.

4.2.3(g) The "Plan" document is herein incorporated by reference.

4.2.3(h) Complaints

Any complaints under the "Plan" with respect to its interpretation or application must be processed through the "Claim Review Procedure" set forth in the "Plan" document. If the matter is not settled to the employee's satisfaction, and the "Plan" document does not provide for arbitration of such dispute, then within thirty (30) days of the written answer from the governing committee of the "Plan", the Association may submit the issue directly to binding arbitration. The Association and the District agree that such binding arbitration should only be before an arbitrator under the Rules of the American Arbitration Association who has expertise in medical health insurance coverage benefits and policies and is familiar with the rights of covered individuals and responsibilities of the insurance provider. The "Plan" administrator will furnish the Association with all pertinent data related to the dispute subject to the provisions of 4.2.3 (I).

4.2.3(i) Use of Data

All data obtained by the "Plan" administrator with respect to insurance claims shall be considered confidential and shall be disbursed to persons involved or connected with the "Plan" strictly on a need to know basis and such information shall be utilized for no other purpose than

is necessary for the administration of the "Plan" and the payment of claims. Any health data obtained by the "Plan" may not be used to discipline or dismiss an employee.

4.2.3(j) C.O.B.R.A. Act

Any employee who leaves the employment of the District (other than any employee who retires) or whose services are terminated shall be offered the right of conversion for health insurance coverage regardless of insurability at the full cost and expense of the employee, based upon the C.O.B.R.A. (Consolidated Omnibus Budget Reconciliation Act) legislation passed April 7, 1986. Detailed explanation and forms are available from the central office person in charge of health insurance.

4.2.3(k) Claims

Employees who submit claims in accordance with the procedures established by the "Plan" and if the claim is not disapproved in accordance with the "Plan" procedures, shall have said claim paid (to the extent of the coverage provided) in a timely manner so that the employee shall suffer no financial loss as a result of the slow payment of a claim. It shall be considered that the employee suffered no financial loss if such claim is paid within a reasonable period of time in comparison to the payment of similar claims by BC/BS or other well known health insurance plans.

4.2.3(l) No double coverage

An employee, whose spouse works for the same District or another school district participating in the "Plan", may enroll in the "Plan" with no lapse in coverage if their spouse's coverage ceases for any reason. In no event shall there be double coverage in the "Plan".

4.2.4. A. Any member of the organization who retires and who meets the eligibility requirements specified in this article shall receive one vacation day for each year of service to the District to year 15 and two additional vacation days for each completed year of service 16 and beyond. Payment shall be credited at the current rate of pay and will be given in the form of health insurance premiums for the employee and family.

B. In order to be eligible for this benefit, a member must:

1. Have worked in the district at least ten years and
2. Retire the school year he become eligible under the rules and regulations of the NYS Employees' Retirement System providing, however, a member with less than twenty (20) years of accredited NYS service shall not be considered

eligible for this benefit until he has obtained the twenty (20) years of NYS service unless he voluntarily chooses to receive the benefit sooner.

3. Retire the school year he turns 55 years of age.

C. The employee can escrow the dollar amount for use at any time as needed. Additionally, the individual can name a beneficiary who will be entitled to use any remaining escrow funds for insurance purposes should the employee die before the fund is consumed.

4.2.5 The District shall establish a 125 Flexible Benefits Plan and assume the administrative fees. There will be a limit of \$2,500 for unreimbursed medical expenses. Any leftover monies shall be used by the District to offset administrative expenses. The District shall contribute the following amounts into the Flexible Benefit Plan for each employee who has 5 years of service.

Bus Drivers:	\$200.00
Cleaners	\$250.00
6-hr. per day Bus Drivers,& 12 mo. employees:	\$300.00

4.2.6 The District shall provide group disability insurance for all members. This will be optional and all cost will be picked up by the employee.

Section 4.3 In-service

4.3.1 The following rules and conditions shall apply to granting in-service credit for unit members:

1. Prior Approval is necessary from immediate supervisor and Superintendent of Schools.
2. Request for in-service credit must be received in Superintendent's office by September 15th of each school year or February 15 (for half-credit) of each school year.
3. Fifteen instructional hours equals one in-service credit hour.
4. Course must be taken outside of normal working hours and must be job-related.
5. \$25 per in-service credit hour to be paid annually as salary.

ARTICLE 5. VACATION, HOLIDAYS AND LEAVES

Section 5.1 Vacations and Holidays

Salamanca City Central School District / Salamanca Service Staff Organization
Collective Negotiations Agreement

5.1.1 Twelve month employee's vacation is based on the length of full-time service to the District and pro-rated yearly based on their date of full-time employment. Vacation time will be pro-rated based on a July 1 through June 30 calendar.

* Less than one year none

* 1 year, but less than 2 yrs one week

* 2 years, but less than 10 yrs two weeks

* 10 years, but less than 15 yrs three weeks

* 15 years and over four weeks

1.No more than five(5) vacation days may be carried over from one year to the next. They must be taken during the summer of the next school year (based on the July 1st - June 30th school calendar).

2.Vacations will be scheduled with the Supervisor and subject to the approval of the Superintendent. Denial of vacation time must be given in writing.

3.No more than two (2) weeks of vacation will normally be scheduled during the summer.

4.If two (2) or more employees request vacation at the same time and their absence effects the operation of the building or department they work in, the employee requesting first will be given preference with seniority being the last determining factor if the request were made at the same time.

5.Vacation pay shall be the employee's current hourly rate at the time he takes his vacation or is paid for it times the number of hours which he is then regularly scheduled to work.

6.An employee of the District moving from a position not qualified for vacation to a position that does qualify for vacation and receives prior service credit will qualify for vacation in their first year.

5.1.2 Prior Service Credit. Transfers within the system shall be given prior service credit towards the salary schedule and vacation, should they move into a position that qualifies. The amount of credit will be established according to the following formula (years in the District x months worked/ 12=Years of Prior Service Credit.

5.1.3 An employee on the active payroll shall be entitled to a holiday allowance for each of the following holidays for which he would be otherwise scheduled to work:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) President's Day
- (d) Good Friday
- (e) Memorial Day
- (f) Independence Day
- (g) Labor Day
- (h) Columbus Day
- (i) Veterans' Day
- (i) Thanksgiving Day,
- (j) Friday after Thanksgiving, and
- (k) Christmas Day

The holiday allowance shall be the employee's current hourly rate at the time of the holiday times the number of hours he would have been scheduled to work were the day not a holiday.

If the District requires an employee to work on a holiday, he shall be paid his holiday allowance in addition to his pay for working the holiday. Except for building checks and emergency work, holiday work shall be rotated among employees in each classification required for such work. If the holiday falls on a Saturday or on a Sunday, it shall be observed either on the immediately preceding Friday or the immediately following Monday, as the Superintendent shall determine.

5.1.4 If a holiday listed in paragraph 5.1.3 of this Agreement falls during the time when an employee is on vacation pursuant to paragraph 5.1.1 of this Agreement, the employee will be paid his holiday allowance for that day and will not be charged with having taken a vacation day.

Section 5.2 Leaves of Absence

5.2.1 An employee on the active payroll earns one and one half leave days per month that they work (12 month employees receive eighteen (18) days and 10-month employees receive fifteen (15) days. Employees who have worked at least two thirds of the work days scheduled for their position in a calendar month, have worked a month for purposes of this paragraph.

Leave days may be used for the following purposes:

- A. Sick Leave - Sick leave days may be used by an employee when they are unable to work because of their own illness or injury or for illness or injury to their immediate family. Immediate family shall be defined as the employee's

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spouse, children, grandchildren, parents, grandparents, sisters, brothers and spouses parents. (For spouse's parents illness, the superintendent's knowledge and approval is necessary.)

A.1. For absences in excess of three (3) consecutive days, the Superintendent may request and the employee shall supply a doctor's excuse.

- B. Personal Business Leave - Twelve-month employees shall be able to use up to three (3) leave days for the purpose of conducting personal business. Ten-month employees shall be able to use up to two (2) leave days for personal business. Personal business is that which must be conducted during the work day and cannot be scheduled or conducted so as not to conflict with the work day. Such days cannot be taken immediately prior to or following a scheduled recess, holiday or vacation day nor on such days as the first day of hunting or fishing season, except that the superintendent may at his discretion authorize taking personal business leave on such days. Personal business leave days must be requested at least one working day in advance (except in emergencies) and no reason need be given unless the employee is seeking the superintendent's exception
- C. Bereavement Days - Up to five (5) leave days may be used for each death of a member of an immediate family member. Immediate family shall include the employee's spouse, children, grandchildren, parents, grandparents, sisters, brothers, spouse's parents, spouse's grandparents, nieces, nephews, aunts, uncles, stepchildren, and spouse's brothers and sisters.
- D. Emergency Days - Leave days may be used for certain emergency situations such as family emergencies and impossible roads making the employees travel to school unsafe.
- E. Whenever school is closed for emergency purposes (i.e. snow days etc.), custodians and cleaners reporting for work, will be given, at a later time, a day of their choice off for compensation.
- F. Each semester than an employee does not use any sick and personal days, they shall receive a stipend of \$250.00 to be paid in the payrolls of February and July.
- G. For the purpose of clarification of perfect attendance the year will be divided into two (2) semesters (July 1 – December 31 and January 1 – June 30). Any scheduled work day when a sick day or personal day is used will count against the employee for the semester they are used.

5.2.2 Each leave day used for ten or twelve month employees shall be paid their then current hourly rate times the number of hours they are scheduled to work. Each employee will be given with their first paycheck in September, a statement which shows the number

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of sick leave days accumulated as of the proceeding June 30. An employee can accumulate his sick leave days up to a maximum of 190. Any leave days not used shall accumulate as sick leave days.

- 5.2.3 An employee on the active payroll will be granted the necessary time without loss of pay to serve as a juror when he is summoned to do so, but the employee shall cooperate with the District in requesting that his jury service be delayed to avoid interference with school operations. Bargaining unit members will continue to be paid for the time they serve on jury duty. If jury duty exceeds 50% of the work hours the member is scheduled to work, they do not have to report to work and will be paid for the entire shift. If jury duty is 50% or less than the work hours scheduled, the member must report to work for the remaining scheduled time. He shall surrender to the District all compensation for jury duty (except meal and mileage allowances) within two weeks after receipt thereof from the court.
- 5.2.4 Except with respect to a legal proceeding in which the employee, the Organization or one or more of its affiliates is the plaintiff, petitioner or moving party and the District is the defendant, respondent or party moved against, an employee on the active payroll who is subpoenaed to appear in a legal proceeding connected with his employment by the District will be granted the necessary time without loss of pay to so appear.
- 5.2.5 The Superintendent may recommend to the Board of Education for its approval, a leave of absence without pay for the following reasons: child-rearing, adoptive leave, or for the care of a sick and/or elderly relative.
- 5.2.6 The Superintendent may recommend to the Board of Education for its approval a leave of absence without pay, to a full time employee on the Active payroll who has completed probation, who is ill or has been injured, and who has exhausted all other paid leave and paid vacation time available to him. Requests for such leave must be supported by medical evidence satisfactory to the Superintendent and, if the Superintendent requires, by an examination by the school doctor. The length of the leave is at the Superintendent's discretion, but shall not exceed one year.
- 5.2.7 With respect to the extended unpaid leaves allowed by paragraphs 5.2.5 and 5.2.6 of this Agreement:
- (1) Requests for such leaves or extensions or renewals thereof must be made in writing to the Superintendent and the Superintendent, in his discretion, shall grant or deny the same in writing.
 - (2) All benefits accumulated by the employee on a time basis (e.g., sick leave) as of his last day prior to the leave shall be restored to him on his return from leave.

- 5.2.8 Bus Drivers, day custodians and day cleaners must phone in absences between the 5:30 and 6:00 a.m. except when conditions beyond his control prevent him from doing so.

An employee who works a later shift must report his absence by noon except when conditions beyond his control prevent him from doing so.

The report must be made to his Supervisor, if the Supervisor is not at the school then the employee must call the cell phone that the Supervisor's each carry (the employee must speak to the Supervisor) and must specify the reason for the absence.

The cell phone numbers will be given to each employee.

- 5.2.9 The Board agrees to provide, as required by law, workmen's compensation insurance so that whenever a regularly employed member of the negotiating unit is absent from his employment and unable to perform his duties as a result of personal injury caused by an accident or an assault occurring in the course of his employment, the employee must choose to be paid his full salary during his absence from his employment up to the limit of his accumulated sick leave and will receive compensation payments, as determined by the Compensation Board, beyond that time or the employee may choose to begin collecting compensation immediately and save his sick days. When an employee covered by this provision returns to regular employment, any sick leave deducted as a result of the covered absence will be returned on a pro-rated basis, according to the dollar amount received by the employer, provided that the employee has signed the "Employer's Request for Reimbursement" form for wages paid covering the period during which wages were advanced to the employee for covered personal injury. It is recognized as a matter of law that if an employer has made advance payments of compensation, or has made payments to an employee in like manner as wages during any period of disability, the employer shall be entitled to be reimbursed out of any unpaid installment or installments of compensation due.

- 5.2.10 Health insurance benefits will be in accordance with the Family Medical Leave Act for the employee on workers' compensation.

- 5.2.11 Sick Leave Bank days may be granted for employees suffering a disabling injury or illness. A disabling injury or illness is one, which results in a continuous condition under the care of a physician. A physician's statement as to the nature of the disabling injury or illness and an estimate of the duration of the absence shall be submitted with a request to use Sick Leave Bank days.

The parties agree to establish a Sick Leave Bank according to the following provisions:

1. The days granted to an individual will come from a pool established by participating employees.

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2. Before becoming eligible to receive days from the Bank the following considerations must be met:
 - A. New hires must join within sixty (60) days of being hired and must contribute two (2) days to be a member.
 - B. New hires must wait until their second year to utilize the sick bank.
 - C. If you resign from the sick bank at any time you cannot rejoin.
 - D. The employee must have exhausted his own sick, personal and vacation leave.
 - E. Upon request, the employee must furnish to the Trustees satisfactory medical evidence of his/her need for the days.
 - F. No days may be used unless there is an illness of five (5) days or more, documented by a doctor.
 - G. Arrangements may be made ahead of time (scheduled surgery etc.)so that continuity of pay can be maintained.
3. The maximum number of days anyone will be granted is fifty (50) days per school year and a full year must have elapsed before you can again request days for the same illness.
4. The maximum number of days allowed to accumulate in the Bank shall be 400 unless that number must be exceeded to allow a new member to join.
5. Members of the bank must contribute at least 2 days per year until the Bank's pool of days reaches 300 days.
6. A retiring employee may donate a maximum of ten (10) days if the Sick bank has not reached its maximum number of days.
7. Days given to the Bank become the property of the Bank.
8. There shall be three Trustees of the Bank, two chosen by the association president, and the third being the Superintendent of Schools or his designee.
9. The District will keep all records of employee days contributed and deducted and Sick Bank totals through the Business Office. The liaison person will be the Association President.

ARTICLE 6. CUSTODIANS AND CLEANERS

- 6.1 The provisions of this Article 6 apply only to head custodians, custodians and cleaners or some of them as indicated.
- 6.2
1. Beginning the 01/02 school year and each year thereafter three (3) shirts or three (3) aprons will be provided for cleaners/custodians. To be selected by the District.
 2. Beginning the 02/03 school year a fifty dollar (\$50.00) allowance for shoes will be provided for cleaners/custodians. Present the receipt to the payroll clerk and the fifty dollar (\$50.00) allowance will be issued in the check following presentation of the receipt.
- 6.3 Activity and practice sessions shall be posted on custodians bulletin boards one day in advance whenever practicable, but in any case by the time the night custodian comes on duty on the day in question. Nothing in this paragraph shall be construed to permit an employee to fail or refuse to carry out general or specific instructions of supervisors or administrators.
- 6.4 When management asks an employee to work in a higher paid job classification, the employee shall be paid an additional twenty five cents (\$.25) per hour.
- 6.5 The District will provide a lunch/rest area for Custodians and Cleaners in each building to which they are assigned.
- 6.6 Each custodian or cleaner shall be furnished a locker for his or her personal belongings. Such lockers may be opened by appropriate supervisory or administrator with the assigned occupant being present.
- 6.7 Day Custodians at the Elementary buildings will receive a paid lunch break because they cannot leave the school grounds.
- 6.8 Any employee certified and/or trained to do pesticide or pool maintenance and required to do so will be paid a three hundred fifty dollar (\$350.00) stipend for each area each year. Training will be offered at management's discretion. Postings are made when training is offered.
- 6.9 When substitutes are not able to be found to replace absent cleaners or custodians and other cleaners and custodians have to double up, they will not be responsible for their normal work load. Instead they will be responsible for a basic schedule including, but not limited to, cleaning restrooms, cleaning blackboards and whiteboards, washing drinking fountains, emptying pencil sharpeners, emptying waste baskets, cleaning visible garbage (papers,

pencils, food debris etc.) off the floor and then cleaning in areas designated for that day by the Supervisor.

1. A stipend of twenty-five cents (.25) per hour will be paid to any employee that has to double up because a substitute cannot be found.
- 6.10 For many years the District has allowed community groups to utilize the school facilities when custodians and cleaners are not scheduled to work. Custodians and cleaners have been asked to work these times but have not been paid their contractual hourly rate.
1. The practice of community groups paying custodians and cleaners will continue as in the past.
 2. Custodians and cleaners will do this work on a voluntary basis.
 3. Custodians and cleaners will be asked in order of the seniority list for each position.
 4. Custodians and cleaners that accept the volunteer work will move to the bottom of the seniority list for regular overtime work. If the custodian or cleaner chooses not to volunteer for this work, they will not move to the bottom of the seniority list.

ARTICLE 7. BUS DRIVERS

- 7.1 The provisions of this Article 7 apply to bus drivers.
- 7.2 After presentation of a completed expense sheet obtained from the District business office, bus drivers will receive the appropriate meal allowance set by the Board when students and teachers are eating a meal during an extracurricular trip.
- 7.3 Maps for extra runs out of the school district will be provided to bus drivers.
- 7.4 When a student is to be confronted concerning an incident on a bus, the bus driver may be present to state the facts known to him. After a student has been written up three (3) times, an administrative review of the situation will be required. The driver shall be paid for his time spent at student disciplinary hearings or conferences.
- 7.5 Extracurricular summer bus runs will be offered first to ten month bus drivers who have, on the Friday preceding the week of the run in question, notified the Head Bus Driver that they are available for extracurricular summer runs in the following week. Distribution of such runs among the available drivers shall be as nearly equal as practicable.
- 7.6 If the District requires a bus driver to attend a driving school, the District will provide transportation to the school if requested by the driver. Any bus driver who completes

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the twenty (20) hour course shall have their salary increased \$100.00 at the end of the 1st year. Drivers required to attend the two (2) hour refresher course will be compensated at their current hourly rate of pay.

- 7.7 If a trip requires two drivers (overnight) they will share equally (1) the driving responsibilities and (2) the total pay for the trip which will consist of the trip time, times the extra trip rate plus a flat fee of thirty dollars (\$30)/day. Trip time will be measured in accordance with present practice.
- 7.8 A. All extracurricular bus runs shall be awarded by two (2) rotating rosters.
- B. An A. M. roster shall be maintained for all runs leaving between the hours of 7a.m. and 2p.m..
- C. The A.M. roster shall be limited to regular bus drivers who are members of this bargaining unit.
- D. A P.M. roster shall be maintained for all runs leaving from 2:01 p.m. through 6:59 a.m. and on weekends.
- E. All overnight bus runs shall be under the P.M. roster.
- F. Each roster will be listed by driver seniority.
- G. All drivers working a continuous daily contracted run (such as the B.O.C.E.S. runs) shall not be on the A.M. roster. All full- time drivers shall be on the P.M. roster.
- H. A driver will be added to a roster when he/she is made a full- time bus driver.
- I. Such runs will be posted by 8:30 a.m. the day prior to the run, unless the need for the run is not known by then in which case it will be posted as soon as possible after it is known.
- J. Drivers must sign up by 2:00p.m. and will be assigned by 3:00p.m. of the day prior to the run.
- K. When an assigned driver has to remove his/her name because of a personal emergency:
- (1) He will go to the bottom of the roster,
 - (2) The drivers not assigned for a run will be given the opportunity to take the vacant run in the order shown on the roster,
 - (3) If the driver who is asked refuses or accepts the run he/she will not go to the bottom of the roster.

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- L. Any changes to an assigned run must go through the Head Bus Driver.
 - M. If the next driver on the roster is unable to drive an extra run posted less than twenty four (24) hours prior to the start of the run, the driver will not be placed on the bottom of the roster
 - N. When a run is cancelled by the District, the driver assigned will be given the next unassigned run. If a driver reports for work and the run is cancelled, the driver will be paid at his/her current hourly rate, for 1.5 hours.
- 7.9 Bus drivers are required to gas their assigned bus as needed.
- 7.10 Drivers of extra runs will have 15 minutes before each run and 30 minutes after each extra run included on their time sheets. This time is allowed for pre-inspection of the vehicle in preparation for the run plus sweeping and hosing down, etc., at the completion of the run.
- 7.11 At the beginning of each sports season, fall, winter and spring, there shall be a meeting to review the chaperone and driver responsibilities on sport trips. Each meeting shall include a steward from the bus garage, the Athletic Director and the Head Bus Driver.
- 7.12 Bargaining unit members who are used as substitutes for regular runs shall be paid at their hourly rate. School buses painted yellow will be driven by appointed regular bus drivers and substitutes when used to carry school children.
- 7.13 Once an extra bus run has been posted and bid according to contract provisions, it shall not be changed or altered so as to impact an employee with less compensation.
- 7.14 A driver can only hold one (1) bid run at a time unless all ten (10) month drivers have bid runs, then a driver may bid on a second run.
- 7.15 The Salamanca Service Staff Organization has exclusive rights to all transportation of students for school functions except in the cases specified below:
- 1. Trips paid for by Section 6.
 - 2. Trips paid for by Booster Clubs.
 - 3. Trips paid for by Parents.
 - 4. Trips necessary for a special needs child the District does not have the necessary vehicle to transport.
 - 5. A multi-district trip sponsored by any other district.

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6. Any class, extracurricular club or extracurricular activity that is not paid for by District funds:
 7. An Article 19A certified teacher or coach may transport up to seven (7) students in a school vehicle (seven (7) passengers or less). One (1) vehicle per trip. The SSSO will be given a list of these teachers and coaches at the beginning of each school year and notified when anyone is added.
 8. The SSSO will be notified of each of these trips as soon as permission is given for that particular trip.
 9. In the event that a bid run is posted and no bargaining unit member bids the run, the District may appoint a substitute driver to that run. In the event a substitute will not accept the run, the District may take whatever steps necessary to fill the posted run.
 10. If the District is unable to fill absences off the substitute list, the District has the right to use all available options to make sure the runs are covered.
 11. In the event that an extracurricular run is not signed by enough bargaining unit members or no bargaining unit members, the District may appoint substitutes to that run or use any available option to make sure the run is covered.
- 7.16 Summer bus runs will be filled by June 30th of each year.
- 7.17 Upon the retirement of Rose Nosal and Darlene Geaben the B.O.C.E.S. runs will become stipend paid runs instead of hourly paid runs.

Section 7.18 Alcohol and Drug Testing

- 7.18.1 The Organization and the District recognize alcoholism and drug abuse as illnesses, which are treatable.
- 7.18.2 Employees who request diagnosis or treatment for alcohol or substance abuse prior to a positive test will not jeopardize their rights or job security. All such request will be kept strictly confidential.
- 7.18.3 All cost for implementing the drug testing program will be borne by the District.
- 7.18.4 Drug testing procedures shall be consistent with the rights of employees as established by statutory and case laws and state and federal regulations.
- 7.18.5 All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming test shall be available only to authorized District employees, and shall be held confidential with the following two (2) exceptions:

- A. As required for compliance with state or federal regulations;
- B. As required for appropriate disciplinary proceedings. In all cases, the District shall authorize access to the aforementioned information, etc. Only to those employees for whom such knowledge is essential to their job responsibilities.

7.18.6 Employees shall be paid for time spent on the testing and related procedures, including traveling time to and from the test site.

7.18.7 Employees may be required to submit to an alcohol or drug test only in accordance with the provisions of applicable state or federal laws or regulations.

7.18.8 The employer and the union agree to establish a mutually agreeable referral program for the treatment of alcohol or substance abuse.

7.18.9 Eligibility for testing shall be limited to those defined by the applicable state or federal laws or regulations as being in the testing pool.

7.18.10 An employee's job or job security will not be jeopardized solely because he/she is waiting for drug and alcohol test results.

7.18.11 Both the District and the Organization recognize the use of alcohol and/or drugs to be a serious illness. In the event an employee tests positive and the District determines that disciplinary action is not appropriate (said determination to be made fourteen (14) days of the District receiving notice of the test results) the employee shall:

- A. voluntarily submit to a treatment program.
- B. be referred by the District to a treatment program.

An employee shall be able to use his/her leave or accumulated days while in treatment. If the employee does not have enough leave or accumulated days to cover his/her stay in a treatment program, the affected employee shall be able to use days from the Sick Bank to cover his/her length of stay in rehabilitation. The District will maintain health insurance coverage for an employee while he /she remains in a treatment program.

7.18.12 An employee can return to work to the position he/she held prior to treatment only if he/she has been discharged by both a Substance Abuse Professional(SAP) and the District's physician.

If either or both the SAP and the District's physician recommend that the affected employee continue in a rehabilitation program after he /she returns to work, said employee shall remain for the duration of the prescribed rehabilitation program or otherwise face possible disciplinary charges.

- 7.18.13 Each year the District will consult with the Organization in regards to the designation of an approved laboratory for drug and alcohol test. The designation of any such laboratory is at the sole discretion of the District.
- 7.18.14 Each year the District will provide a comprehensive in-service program for all safety sensitive employees on drug and alcohol prevention, regulations, testing procedures, policies, etc.

ARTICLE 8. AGREEMENT RESPECTING CONTRACTING OF CLEANERS, CUSTODIANS AND/OR BUS DRIVERS OPERATION

- 8.1 Any work that is presently being performed by SSSO bargaining unit district employees cannot be contracted to private sector companies without negotiations between the Salamanca School District and the Salamanca Service Staff Organization.
- 8.2 The entire rights of the cleaner, custodian and/or bus driver employees and of the Organization as their representative are set forth in this Agreement. Neither the Organization nor the employees shall have any recourse against the District, nor shall the District have any recourse against the Organization, with respect to the rights of the cleaner, custodian and/or bus driver employees or of either party concerning those employees except to enforce the terms of this Agreement.
- 8.3. A. If the District decides to contract its cleaner/custodian and/or bus driver operations, it shall require the contractor to offer employment in the City School District of the City of Salamanca to all cleaner, custodian and/or bus driver employees on the District's pay-roll at the time of contracting, at a wage rate equal to or higher than their current hourly wage, except for those employees who resign or are terminated for cause prior to the date of subcontracting. If such employee refuses employment by the contractor, all rights, which he has or may have against the District, including rights under this Agreement, will be automatically terminated as consequence of such refusal.
- B. The District shall recommend to the contractor of bus services, to continue scheduling extra bus runs on a rotating roster basis.
- C. The District will recommend to any contractor, to allow current employees to carry their current seniority relative to one another with them.
- 8.4 If the District decides to contract its cleaner, custodian and/or bus driver operations, all its cleaner, custodian and/or bus driver employees who were on the District's payroll at time of contracting except those who resign or are terminated for cause prior to the date of sub-contracting, will be placed on one preferred eligible list, based on seniority, to fill vacancies or new positions in any classification of employees of the District for which they may be trained by the District. Notice of vacancies and new positions will

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be posted in the maintenance room and/or bus garage and copies will be mailed to all such cleaner, custodian and/or bus driver employees who are not working for the contractor. It is the responsibility of each cleaner, custodian and/or bus driver employee to keep the District advised in writing of his home address. Such employees shall be entitled to fill such vacancies of new positions before any other non-employee is hired to do so and in preference to any substitute employee of the District. The Superintendent shall have the sole discretion to determine whether such a cleaner, custodian and/or bus driver employee is qualified to fill such a vacancy or new position at the completion of training, but if he determines that the cleaner, custodian and/or bus driver employee is not so qualified, the cleaner, custodian and/or bus driver employee shall be entitled to remain on the preferred eligible list. If a cleaner, custodian and/or bus driver employee does not apply for a vacancy or new position for which he might be qualified or if he refuses such a vacancy or new position, he shall nevertheless be entitled to remain on the preferred eligible list. Notwithstanding any of the foregoing provisions, a cleaner, custodian and/or bus driver employee shall remain on the preferred eligible list for not more than two (2) years from the date of his termination by the District. Once an employee accepts a position with the District, his name shall be removed from the preferred eligible list and his entire rights to future employment shall be governed strictly by whatever collective negotiations agreement then exists between the District and whatever organization then represents the bargaining unit which the employee becomes part of. The employee will carry with him any accrued sick days. If the new position or vacancy in question is in the competitive class of the civil service, the employee shall have no right to fill that new or vacancy unless he shall be in the "top three" of those persons on the then current civil service eligibility list.

If a cleaner, custodian and/or bus driver employee is hired by the contractor but is subsequently laid off by the contractor at any time within the term of this Agreement, he shall be placed on the preferred eligible list for vacancies or new positions in the District for a period of two (2) years.

- 8.5 If at any time prior to June 30, 2004 the District again operates a cleaner, custodian and/or bus driver program with its own employees rather than by using a contractor, all the cleaner, custodian and/or bus driver employees on the District's payroll on at time of contracting except those who resign or are terminated for cause prior to the date of sub-contracting, will be offered the right of first refusal on cleaner, custodian and/or bus driver positions in the negotiating unit. If the new operation has fewer positions than the number of such employees who desire them, the offers will be made in order of the employee's relative seniority at the time of contracting. When any such employee is rehired, his seniority as of time of contracting shall be restored.
- 8.6 In the event that the District subcontracts an employee's work and the employee is eligible to retire under the New York State Employee Retirement system, the notification requirement of Section 4.2.2 will be waived and the employee will be entitled to receive any benefits otherwise due him under this article.

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- 8.7 The District guarantees the Organization that it will give employees affected by any subcontracting at least 45 days notice prior to the effective date of the subcontracting.
- 8.8 The District will guarantee continue employment for cleaner, custodian and/or bus drivers who need approximately two calendar years or less to vest with the New York State Employees Retirement System.

APPENDIX A

Grievance Form

To: _____ (Superintendent)

(1) Aggrieved's Name _____

Classification _____

Building _____

(2) Act of District that aggrieved objects to (describe briefly):

(3) That act took place on: _____ (date)

(4) Paragraph(s) of the Agreement that aggrieved believes District's act
violated: _____

(5) Action the aggrieved believes District should take to correct the situation:

(6) Aggrieved's signature: _____

(7) Date submitted: _____

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Appendix B

Starting Wage Rates*

BUS DRIVERS	Probation (6 months)	Step-one	
	\$10.00	\$10.50	
CUSTODIANS	\$ 8.00	\$ 8.50	
CLEANERS	\$ 7.75	\$ 8.25	
Bldg. Custodial Supervisor	\$ 991.00		
H.S Night Custodian. Diff.	\$ 400.00		
Head Custodian	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
	\$1,850	\$1,925	\$2,000
B.O.C.E.S. Runs	Darlene	Stipend Per Year	
Year 2004-05	Current hourly rate	\$7,750.00	
Year 2005-06	Current hourly rate	\$7,800.00	
Year 2006-07	Current hourly rate	\$7,850.00	

Extra Trips. Will be paid at individual hourly rates with a minimum trip of 1.5 hours.

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FOR THE DISTRICT

FOR THE ORGANIZATION

Dated: 9-21-04

Dated: 9-21-04

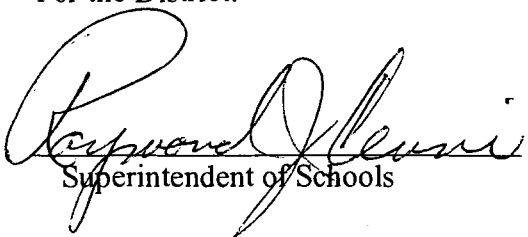
Subscription

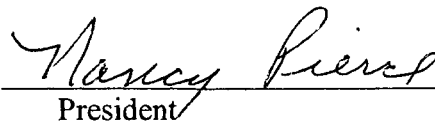
In witness of all the foregoing, the Superintendent of Schools and the President of the Organization have signed their names below:

Execution Date: 9-21-04

For the District:

For the Organization


Superintendent of Schools


President